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September 21, 1990

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Ave., N.W.
Washington, DC 20423

Re: Lease of Locomotives from NBB St. Louis Lease Co., Ltd. to Union Pacific Railroad Company

Dear Mr. Strickland:

Enclosed are an original and two originally executed counterparts of the three primary documents described below and three secondary documents which are also described below and which are related to the primary document described as item number 1 below. All of the enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The enclosed primary documents are:

(1) Lease Agreement, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd., as lessor, and Union Pacific Railroad Company, as lessee.

(2) Mortgage, Assignment and Security Agreement, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd., as mortgagor, and The Sumitomo Bank, Limited, New York Branch, as mortgagee.

Thomas J. Woodford

(3) Lessor Security Agreement, dated as of September 21, 1990 between NBB St. Louis Lease Co., Ltd., as debtor, and Union Pacific Railroad Company, as secured party.

The enclosed secondary documents are:

(1) Lease Supplement No. 1, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd., as lessor, and Union Pacific Railroad Company, as lessee. The primary document to which this Lease Supplement is connected is being submitted for recording concurrently herewith.

(2) Assignment Agreement, dated as of September 21, 1990, between Union Pacific Railroad Company, as assignor, and NBB St. Louis Lease Co., Ltd., as assignee. The primary document to which this Assignment Agreement is connected is being submitted for recording concurrently herewith.

(3) Bank Security Agreement, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd., as debtor, and The Sumitomo Bank, Limited, New York Branch, as secured party. The primary document to which this Bank Security Agreement is connected is being submitted for recording concurrently herewith.

The names and addresses of the parties to the documents are as follows:

Lease Agreement

Lessor:
NBB St. Louis Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Lessee:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

Lease Supplement

Lessor:
NBB St. Louis Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Lessee:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

Assignment Agreement

Assignor:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

Assignee:
NBB St. Louis Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Mortgage, Assignment and Security Agreement

Mortgagor:
NBB St. Louis Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Mortgagee:
The Sumitomo Bank, Limited
New York Branch
One World Trade Center
Suite 9549
New York, NY 10048

Bank Security Agreement

Debtor:
NBB St. Louis Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Secured Party:
The Sumitomo Bank, Limited
New York Branch
One World Trade Center
Suite 9549
New York, NY 10048

Lessor Security Agreement

Debtor:
NBB St. Louis Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Secured Party:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

The description of the equipment covered by the aforesaid Lease, Lease Supplement and Assignment is as follows:

> Twenty General Electric Dash 8-40C diesel electric locomotives each marked on the sides in letters not less than one inch in height with the words "Ownership Subject to Documents Filed with the Interstate Commerce Commission" and bearing a nameplate with the legible inscription 'TITLE TO THIS LOCOMOTIVE IS HELD BY NBB ST. LOUIS LEASE CO., LTD., THE LESSOR, WHICH HAS LEASED THIS LOCOMOTIVE TO UNION PACIFIC RAILROAD COMPANY AND SUCH TITLE IS SUBJECT TO A MORTGAGE IN FAVOR OF THE SUMITOMO BANK, LIMITED, NEW YORK BRANCH, AS AGENT" and bearing the road numbers 9380 through 9395, inclusive, and 9402 through 9405, inclusive.

Included in the property covered by the Mortgage, Assignment and Security Agreement are twenty (20) General Electric Dash 8-40C diesel electric locomotives and all additions, alterations and modifications thereto or replacements thereof and certain rights of NBB St. Louis Lease Co., Ltd. in the Lease Agreement, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd., as lessor, and Union Pacific Railroad Company, as lessee, and the Assignment Agreement, dated as of September 21, 1990, between Union Pacific Railroad Company, as assignor, and NBB St. Louis Lease Co., Ltd., as assignee.

Included in the collateral covered by the Bank Security Agreement are certain payments to be made in U.S. Dollars by Union Pacific Railroad Company, as lessee, to NBB St. Louis Lease Co., Ltd., as lessor, in respect of the twenty (20) General Electric Dash 8-40C diesel electric locomotives.

Included in the property covered by the Lessor Security Agreement are twenty (20) General Electric Dash 8-40C diesel electric locomotives and all additions, alterations and modifications thereto or replacements thereof, subject to the Mortgage, Assignment and Security Agreement, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd. as mortgagor, and The Sumitomo Bank, Limited, New York Branch, as mortgagee.

A fee of Ninety Dollars ($90.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Rebecca A. Craft, Esquire
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

A short summary of each of the documents to appear in the index follows:

1) Lease Agreement:
Lease Agreement, dated as of September 21, 1990 between NBB St. Louis Lease Co., Ltd., as lessor, 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan and Union Pacific Railroad Company, as lessee, Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018, covering twenty (20) General Electric Dash 8-40C diesel electric locomotives bearing road numbers 9380 through 9395 inclusive, and 9402 through 9405, inclusive.

2) Lease Supplement No. 1:
Lease Supplement No. 1, dated as of September 21, 1990 between NBB St. Louis Lease Co., Ltd., as lessor, and having its principal office at 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan and Union Pacific Railroad Company, as lessee, Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018, covering twenty

(20) General Electric Dash 8-40C diesel electric locomotives bearing road numbers 9380 through 9395 inclusive, and 9402 through 9405, inclusive.

3) Assignment Agreement:
Assignment Agreement, dated as of September 21, 1990, between Union Pacific Railroad Company, as assignor, Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018 and NBB St. Louis Lease Co., Ltd., assignee, 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan, relating to the purchase of twenty (20) General Electric Dash 8-40C diesel electric locomotives bearing road numbers 9380 through 9395 inclusive, and 9402 through 9405, inclusive.

4) Mortgage, Assignment and Security Agreement:
Mortgage, Assignment and Security Agreement, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd., as mortgagor, 1-12-11 Nihonbashi, Chuo-ku Tokyo 103, Japan and The Sumitomo Bank, Limited, New York Branch, One World Trade Center, Suite 9549, New York, NY 10048, securing Mortgagor's obligations relating to twenty (20) General Electric Dash 8-40C diesel electric locomotives.

5) Bank Security Agreement:
Bank Security Agreement, dated as of September 21, 1990, between NBB St. Louis Lease Co., Ltd., as debtor, 1-12-11 Nihonbashi, Chuo-ku Tokyo 103, Japan and The Sumitomo Bank, Limited, New York Branch, One World Trade Center, Suite 9549, New York, NY 10048, securing debtor's obligations relating to twenty (20) General Electric Dash 8-40C diesel electric locomotives.

6) Lessor Security Agreement:
Lessor Security Agreement, dated as of September 21, 1990 between NBB St. Louis Lease Co., Ltd., as debtor, 1-12-11 Nihonbashi, Chuo-ku Tokyo 103, Japan and The Union Pacific Railroad Company, as secured party, Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018, securing debtor's obligations relating to twenty (20) General Electric Dash 8-40C diesel electric locomotives bearing road numbers 9380 through 9395, inclusive, and 9402 through 9405, inclusive.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,

Rebecca A. Craft

RAC/dlm
Enclosures

[EXECUTION COPY]

17014/B

RECORDATION NO _____ FILED 1425

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ASSIGNMENT AGREEMENT

Dated as of September 21, 1990

FOR

TWENTY GENERAL ELECTRIC DASH 8-40C

DIESEL ELECTRIC LOCOMOTIVES

UNION PACIFIC RAILROAD COMPANY, as Assignor

NBB ST. LOUIS LEASE CO., LTD., as Assignee

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1990, at _____, recordation number _____.

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Annex A	Consent and Agreement	

THIS ASSIGNMENT AGREEMENT, dated as of September 21, 1990, between UNION PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Utah with its principal place of business at 1416 Dodge Street, Omaha, Nebraska 68179 USA (the "Assignor") and NBB ST. LOUIS LEASE CO., LTD., a Japanese corporation with its registered office at 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement (as hereinafter defined), the Manufacturer (as hereinafter defined) has agreed to manufacture and sell to the Assignor, and the Assignor has agreed to purchase from the Manufacturer, a minimum of two hundred General Electric Dash 8-40C diesel electric locomotives;

WHEREAS, the Assignor, on the terms and conditions hereinafter set forth, is willing to assign to the Assignee certain of the Assignor's rights and interests under the Purchase Agreement, and the Assignee is willing to accept such assignment, as hereinafter set forth, in order to enable the Assignee to purchase the Items of Equipment (as hereinafter defined) from the Manufacturer and to lease the Items of Equipment to the Assignor pursuant to the Lease Agreement (as hereinafter defined); and

WHEREAS, pursuant to the provisions hereof, the Manufacturer is willing to execute and deliver to the Assignee the "Consent and Agreement" attached hereto as Annex A and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1 For all purposes of this Agreement, the following terms shall have the following meanings:

"Delivery Date" means the date of the initial Lease Supplement for the Items of Equipment, which date shall be the date on which the Items of Equipment are delivered to and accepted by the Assignee under this Agreement and the Purchase Agreement and the Assignee leases the Items of Equipment to the Assignor pursuant to the Lease Agreement.

"Dollars" or "$" means the lawful currency of the United States of America.

"Item of Equipment" means each of the General Electric Dash 8-40C diesel electric locomotives listed by Lessee's road numbers in the initial Lease Supplement.

"Lease Agreement" means the Lease Agreement dated as of September 21, 1990 between the Assignee, as lessor, and the Assignor, as lessee, and all annexes, exhibits, schedules and supplements thereto, all as amended, modified or supplemented from time to time.

"Lease Supplement" means the Lease Supplement, substantially in the form of Exhibit A to the Lease Agreement, to be entered into between the Assignor and the Assignee for the purpose of leasing the Items of Equipment under and pursuant to the terms of the Lease Agreement, and any amendment to the Lease Supplement.

"Manufacturer" means General Electric Company, a New York corporation, and its successors and assigns.

"Participation Agreement" means the Participation Agreement dated as of September 21, 1990 among the Assignor, as Lessee, The Sumitomo Bank, Limited, New York Branch, as Lender and as Agent, and the Assignee as Lessor, and all annexes, exhibits, schedules and supplements thereto, all as amended, modified or supplemented from time to time.

"Purchase Agreement" means the Union Pacific Railroad Multi-year Locomotive Proposal Dash 8-40C, dated July 8, 1988, as modified by the Purchase Agreement, dated December 29, 1989, between the Manufacturer and the Lessee to the extent applicable to the Items of Equipment, providing, among other things, for the manufacture and sale by the Manufacturer to the Lessee of the Items of Equipment, as such Purchase Agreement has been amended, modified or supplemented to the date hereof.

"Purchase Price" means $30,957,700.00.

1.2 Except as otherwise provided herein, all other capitalized terms that are defined in Appendix X to the Participation Agreement are used herein with the same meanings.

SECTION 2. ASSIGNMENT AND SALE

2.1 Subject to the terms and conditions of this Agreement, the Assignor does hereby assign, transfer and set over unto the Assignee all of the Assignor's rights and interests in and to the Purchase Agreement with respect to the Items of Equipment, including, without limitation:

(a) the right upon valid tender by the Manufacturer to purchase the Items of Equipment pursuant to the Purchase Agreement (including the right to accept delivery of the Items of Equipment and the records and other documents relating thereto), the right to take title to the Items of Equipment and the right to be named the "Buyer" in the Bill of Sale to be delivered by the Manufacturer for the Items of Equipment pursuant to the Purchase Agreement;

(b) all claims for damages in respect of the Items of Equipment arising as a result of any default by the Manufacturer under the Purchase Agreement including, without limitation, all warranty and indemnity provisions contained in the Purchase Agreement, and all claims arising under or in connection with the Purchase Agreement, in respect of the Items of Equipment;

(c) any and all rights of the Assignor to compel performance of the terms of the Purchase Agreement in respect of the Items of Equipment;

(d) all rights and remedies that the Assignor may have against the Manufacturer with regard to each Item of Equipment in respect of any warranty under the Purchase Agreement as to title, materials, workmanship, patent infringement or otherwise;

(e) with respect to the Items of Equipment, for so long as the Items of Equipment are owned by the Assignee but not leased to the Assignor, (i) the right to demand, accept and retain all rights in and to all property (other than the Items of Equipment), data and services that the Manufacturer is obligated to provide or does provide pursuant to the Purchase Agreement, and (ii) the right to obtain services pursuant to the Purchase Agreement;

reserving to the Assignor, however,

(i) to the extent the Purchase Agreement is deemed to relate to other items of equipment, all of the rights in the Purchase Agreement not related to the Items of Equipment described in the initial Lease Supplement;

(ii) all the rights to, interests in, credits for and repayment of any advance payments made and to be made in respect of the Items of Equipment under the Purchase Agreement and any other payments made or to be made by the Assignor in respect of the Items of Equipment under the Purchase Agreement and amounts credited or to be credited by the Manufacturer under the Purchase Agreement; and

(iii) with respect to the Items of Equipment, so long as the Items of Equipment are leased to the Assignor pursuant to the Lease Agreement, (A) the right to demand, accept and retain all rights in and to all property (other than the Items of Equipment), data, services and customer support which the Manufacturer is obligated to

provide or does provide pursuant to the Purchase Agreement, and (B) the right to obtain services, training, data and demonstration and test runs pursuant to the Purchase Agreement.

2.2 The Assignee hereby accepts the foregoing assignment, subject to the terms hereof.

2.3 Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, the Assignee hereby authorizes the Assignor to exercise to the exclusion of the Assignee, and the Assignor shall exercise in the Assignor's name, all rights and powers of Assignor under the Purchase Agreement including, without limitation, the right to retain any recovery or benefit resulting under the Purchase Agreement in respect of the Items of Equipment, and the right to enforce any indemnity, warranty or other rights, except that;

(a) the Assignor may not exercise any of the rights assigned hereunder referred to in clause (a) of Section 2.1 unless prior to the exercise thereof the Assignee shall have delivered on the Delivery Date to the Manufacturer written notice that the Assignee has released such rights with respect to the Items of Equipment; and

(b) the Assignor shall not enter into any change order or other amendment, modification or supplement to the Purchase Agreement without the prior written consent of the Assignee if such change order, amendment, modification or supplement would:

(i) substitute another diesel locomotive for an Item of Equipment that the Assignee is entitled to purchase under the Purchase Agreement;

(ii) increase the purchase price of the Items of Equipment to an amount in excess of the Purchase Price (without prejudice to the operation of Section 7);

(iii) postpone the Delivery Date beyond September 21, 1990 (without prejudice to the operation of Section 7); or

(iv) except as provided in the Purchase Agreement, result in any rescission, cancellation or termination of the Purchase Agreement.

2.4 Notwithstanding any provision herein to the contrary, the assignment set forth in Section 2.1 (b), (c), (d) and (e) shall terminate with respect to any Item of Equipment, and all such rights and remedies thereunder with respect to such Item of Equipment shall revert to the Assignor, upon the purchase by the Assignor of such Item of Equipment pursuant to Section 9, 10, 15 or 19 of the Lease Agreement.

2.5 It is understood that the execution by the Assignor of this Agreement is subject to the condition that concurrently with the delivery of the Items of Equipment, the Assignee shall lease the Items of Equipment to the Assignor under the Lease Agreement.

SECTION 3. PERFORMANCE

3.1 It is expressly agreed that, anything herein contained to the contrary notwithstanding:

(a) prior to the Delivery Date the Assignor shall secure execution by the Manufacturer of the "Consent and Agreement" attached as Annex A hereto;

(b) prior to the Delivery Date the Assignor shall perform the obligations to be performed by it with respect to each Item of Equipment under the Purchase Agreement on or before the Delivery Date;

(c) the Assignor shall exercise its rights and perform its obligations under the Purchase Agreement to the extent that such rights and obligations have not been assigned to or assumed hereunder by the Assignee;

(d) except to the extent such duties and obligations are performed by the Assignee as provided in Section 4 below, the Assignor will at all times remain liable to the Manufacturer under the Purchase Agreement to perform all the duties and obligations thereunder to the same extent as if this Agreement had not been executed.

(e) the exercise by the Assignee of any of the rights assigned or duties or obligations assumed hereunder will not release the Assignor from any of its duties or obligations to the Manufacturer under the Purchase Agreement, except to the extent that such exercise by the Assignee will constitute performance of such duties and obligations; and

(f) except as provided in Sections 3.5 and 4 below, the Assignee will not have any obligation or liability under the Purchase Agreement by reason of, or arising out of or in connection with, this Agreement or be obligated to perform any of the obligations or duties of the Assignor under the Purchase Agreement or to make any payment (other than to pay to the Manufacturer an amount equal to the Purchase Price on the Delivery Date, to the extent and upon the terms and conditions set forth in the Purchase Agreement, this Agreement and the Consent and Agreement) or to make any inquiry as to the sufficiency of any payment received by it or to present or file any claim or to take any other action to collect or enforce a claim for any payment assigned hereunder.

3.2 Nothing contained herein will subject the Manufacturer to any liability to which it would not otherwise be subject under the Purchase Agreement or modify in any respect the Manufacturer's contract rights thereunder nor require the Manufacturer to transfer title to or possession of the Items of Equipment prior to receipt of payment in full of the Purchase Price therefor as provided in the Purchase Agreement; provided, that payment by the Assignee of the Purchase Price will constitute payment in full of the purchase price of the Items of Equipment referred to in the Purchase Agreement.

3.3 The Assignor hereby appoints and constitutes, effective upon the occurrence of an Event of Default under the Lease Agreement and so long as such Event of Default is continuing thereunder, the Assignee, and its successors and assigns, the Assignor's true and lawful attorney, irrevocably, with full power (in the name of the Assignor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due and to become due under or arising out of or in connection with the Purchase Agreement to the extent that the same have been assigned by this Agreement and, for such period as the Assignee may exercise rights with respect thereto under this Agreement, to endorse any checks, drafts, orders or other instruments in connection therewith and to file any claims or take any action or institute (or, if previously commenced, assume control of) any proceedings and to obtain any recovery in connection therewith that the Assignee may deem to be necessary or advisable with respect to such monies and claims for monies.

3.4 (a) Any notice, declaration, instruction, demand, request, consent, approval or other communication (a "communication") to be made under or pursuant to this Agreement will be made only in writing and may be given by airmail, telegram, cable, telecopy or telefax or any other customary means of communication, and any such communication shall be effective when delivered (i) if to the Manufacturer at General Electric Company, Transportation Systems Business Operations, 2901 East Lake Road, Erie, PA 16531, Attention: Manager - North American Locomotive Marketing & Sales, Telecopy/Telefax: 814-875-2976, or at such address as Manufacturer may from time to time designate and the Manufacturer shall be entitled and obligated to treat any such communication made by the Assignee as a communication for all purposes of this Agreement, (ii) if to Assignor, at Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018, Attention: Treasurer, Telex: 710-670-0007, Answerback: UPCORP NYK, Telecopy/Telefax: 215-861-3220, or at such address as Assignor may from time to time designate, and (iii) if to Assignee, at 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan, Attention: General Manager, Telecopy/Telefax: 81-3-281-0215, or at such other address as Assignee may from time to time designate.

(b) The Manufacturer will not be deemed to have knowledge of, and need not recognize, the occurrence, continuance, or discontinuance of an Event of Default under the Lease Agreement or any Item of Equipment being no longer subject to the Lease Agreement unless the Manufacturer has received from the Assignee written notice thereof, and in acting in accordance with the terms and conditions of the Purchase

Agreement and this Agreement, the Manufacturer may rely conclusively upon any such notice. To the extent that the Assignee asserts any claims or exercises any rights under the Purchase Agreement, the Manufacturer will deal solely and exclusively with the Assignee as the "Buyer" under the Purchase Agreement. Promptly after all Events of Default under the Lease Agreement have been remedied or such Item of Equipment once again becomes subject to the terms of the Lease Agreement, the Assignee shall give written notice of the same to the Manufacturer, with a copy to the Assignor and upon the Manufacturer's receipt of such notice, the Assignor will have all of the rights that it has hereunder and under the Consent and Agreement in the absence of notice from the Assignee of an Event of Default.

3.5 Without in any way releasing the Assignor from any of its duties or obligations under the Purchase Agreement, the Assignee confirms for the benefit of the Manufacturer that, insofar as the provisions of the Purchase Agreement relate to the Items of Equipment in exercising any rights under the Purchase Agreement or in making any claim with respect to any Item of Equipment or other goods or services delivered or to be delivered pursuant to the Purchase Agreement, the terms and conditions of the Purchase Agreement, will apply to and be binding upon the Assignee to the same extent as the Assignor; provided, however, that nothing contained in this Agreement will in any way diminish or limit the provisions of the Assignor's agreement in Section 8 below with respect to any liability of the Assignee.

SECTION 4. PAYMENTS

4.1 Subject to the satisfaction or waiver by the Assignee of the conditions set forth in Section 3 of the Participation Agreement required to be satisfied on or prior to the Delivery Date and further subject to Section 7 hereof, the Assignee agrees to pay on the Delivery Date to the Manufacturer, in consideration for the transfer of all the right, title and interest in and to the Items of Equipment in accordance herewith, the Purchase Price by transfer of the amount thereof to the account specified by the Manufacturer.

4.2 Notwithstanding any other provision herein, in the event that any change in any applicable law, rule or regulation or in the interpretation or administration thereof will make it unlawful for the Assignee to pay or fund the Purchase Price, then the Assignee will forthwith notify the Assignor thereof, and the obligation of this Agreement, including that of the Assignee to pay the Purchase Price pursuant to Section 4.1, will, if such payment has not been made, cease to have any effect and this Agreement will be without further force or effect, except that the Assignor will remain responsible to the Manufacturer under Sections 3.1(d) and (e) of this Agreement and except that such termination will not affect the obligations of the Assignor under the Purchase Agreement.

SECTION 5. FURTHER INSTRUMENTS

The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Agreement and of the rights and powers herein granted.

SECTION 6. REPRESENTATIONS AND WARRANTIES

6.1 The Assignor hereby represents and warrants that:

(a) a true and complete copy of the Purchase Agreement has been furnished to the Assignee;

(b) the Purchase Agreement is in full force and effect and is enforceable in accordance with its terms;

(c) the Assignor is not in default under the Purchase Agreement;

(d) the Purchase Price constitutes full, adequate and fair consideration for the Items of Equipment; and

(e) the Assignor has not assigned, mortgaged, charged, pledged or encumbered the whole or any part of the rights assigned hereby with respect to any or all of the Items of Equipment under the Purchase Agreement to anyone other than the Assignee.

6.2 The Assignor hereby covenants that:

(a) the Assignor shall not assign, mortgage, charge, pledge or encumber, so long as this Agreement remains in effect, the whole or any part of the rights hereby assigned with respect to any or all of the Items of Equipment under the Purchase Agreement to anyone other than the Assignee; and

(b) upon delivery of the Items of Equipment to the Assignee pursuant to the Purchase Agreement and this Agreement, the Assignee will acquire such title to the Items of Equipment as would have been conveyed to the Assignor under the Purchase Agreement but for the execution of this Agreement and that the Items of Equipment will be free and clear of all liens arising from the act of the Assignor.

SECTION 7. TERMINATION

7.1 Upon the occurrence of an Event of Default under the Lease Agreement, or if the Items of Equipment have not been delivered by September 21, 1990, the Assignee will have the right to terminate this Agreement by notice given to the Assignor and the Manufacturer.

7.2 If any of the conditions set forth in Section 3 of the Participation Agreement are not satisfied or waived as of the Delivery Date, the Assignee will have the right to terminate this Agreement by notice to the Assignor and the Manufacturer, whereupon the Assignee will have no further obligation to the Assignor or the Manufacturer hereunder.

7.3 If the Assignee fails to perform its obligation to purchase the Items of Equipment on the Delivery Date, the Assignor will have the right to terminate this Agreement by giving written notice thereof to the Assignee and the Manufacturer.

7.4 Upon such termination neither party will have any further obligations hereunder, except that the Assignor will remain responsible to the Manufacturer under Sections 3.1(d) and (e) of this Agreement and the Assignor will remain liable to the Assignee under Section 8 of this Agreement, and that such termination will not affect the obligations of the Assignor under the Purchase Agreement.

SECTION 8. INDEMNITIES

The Assignor hereby undertakes to indemnify and hold harmless the Assignee from all claims, costs, expenses, damages and liabilities of whatever kind and nature imposed on, incurred by or asserted against Assignee in any way relating to or arising out of or in connection with the Purchase Agreement and this Agreement or any action or inaction of the Assignor in connection with the Purchase Agreement and this Agreement unless such claims, costs, expenses, damages and liabilities are attributable to or caused by the willful misconduct or gross negligence of the Assignee or breach of the Assignee's obligations under this Agreement.

SECTION 9. GOVERNING LAW; ASSIGNMENT; CONFIDENTIALITY; COUNTERPARTS

9.1 This Agreement will be governed by and construed in accordance with the laws of the State of New York (excluding the laws applicable to conflicts or choice of law).

9.2 Except as otherwise provided in the Mortgage, neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other and the Manufacturer.

9.3 The Assignor and the Assignee agree that they will not disclose the terms of the Purchase Agreement to any third party except (a) as required by applicable law or governmental regulation, (b) as required for the financing of the Items of Equipment, (c) with the prior written consent of the Manufacturer, the Assignee and the Assignor, or (d) in connection with any sale or lease of the Items of Equipment. In connection with any such disclosure of the Purchase Agreement or of the information contained therein pursuant to clause (a) of this Section 9.3, the Assignee or the Assignor, as the case may be, shall request and use its best efforts to obtain confidential treatment of the Purchase Agreement and the information contained therein. In making such request and using such best efforts, the Assignee or the Assignor, as the case may be, shall consult with the other party hereto and the Manufacturer, in making and supporting its request for confidential treatment. In connection with any such disclosure of the Purchase Agreement or of the information contained therein to any other third party pursuant to the clauses (b) through (d) of this Section 9.3, the Assignee or the Assignor, as the case may be, shall cause such person to treat the Purchase Agreement and the information contained therein as privileged and confidential.

9.4 This Agreement may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Agreement, including a signature page executed by either party hereto, shall be an original counterpart of this Agreement but all of such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Name: John B. Larsen
Title: Assistant Treasurer

NBB ST. LOUIS LEASE CO., LTD.

By: _____
Name: John B. Fahy
Title: Attorney-in-fact

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this, the 20th day of September, 1990, before me, a notary public, personally appeared John B. Larsen, who acknowledged himself to be the Assistant Treasurer of Union Pacific Railroad Company, and that he, as such Assistant Treasurer, being duly empowered and authorized to do so, executed the within instrument for the purposes therein contained, by signing his name as such Assistant Treasurer.

In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

NOTARIAL SEAL
LYNN A McDOWELL, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES OCT 23, 1992

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this, the 20th day of September, 1990, before me, a notary public, personally appeared John B. Fahy, who acknowledged himself to be the Attorney-in-fact of NBB St. Louis Lease Co., Ltd., and that he, as such Attorney-in-fact, being duly empowered and authorized to do so, executed the within instrument for the purposes therein contained, by signing his name as such Attorney-in-fact.

In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

NOTARIAL SEAL
LYNN A. McDOWELL, NOTARY PUBLIC
PHILADELPHIA PHILADELPHIA COUNTY
MY COMMISSION EXPIRES OCT 20, 1992

Annex A

CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT, dated as of September 21, 1990, among GENERAL ELECTRIC COMPANY (the "Manufacturer"), a New York corporation, UNION PACIFIC RAILROAD COMPANY, a Utah corporation (the "Assignor"), and NBB ST. LOUIS LEASE CO., LTD., a Japanese corporation (the "Assignee").

In connection with the Assignment Agreement dated as of September 21, 1990 between Assignor and Assignee attached hereto (the "Assignment," capitalized terms used but not defined herein shall have the meanings given to them in the Assignment), the Manufacturer hereby acknowledges notice of and consents to all of the terms of the Assignment Agreement to the extent relating to the assignment by the Assignor of its rights and interests under the Purchase Agreement and hereby confirms to the Assignee that:

(i) all representations, warranties, indemnities and agreements of the Manufacturer under the Purchase Agreement with respect to the Items of Equipment will (subject to the terms and conditions thereof and of the Assignment) inure to the benefit of the Assignee to the same extent as if originally named "UP" or the "Buyer" therein, except as otherwise provided in Section 2 of the Assignment;

(ii) the Assignee will not be liable for any of the obligations or duties of the Assignor under the Purchase Agreement, nor will the Assignment give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Manufacturer except for the Assignee's agreement in the Assignment to pay the Purchase Price and to the effect that in exercising any right under the Purchase Agreement with respect to any Item of Equipment or making any claims with respect to any Item of Equipment or the goods and services delivered and to be delivered pursuant to the Purchase Agreement, the terms and conditions of such Purchase Agreement relating to such Item of Equipment will apply to, and be binding upon, the Assignee to the same extent as the Assignor;

(iii) the Manufacturer will continue to pay to the Assignor all payments that the Manufacturer may be required to make in respect of each Item of Equipment under the Purchase Agreement unless and until the Manufacturer has received written notice from the Assignee that the Assignee has declared the Lease Agreement to be in default, whereupon the Manufacturer will, until the Assignee notifies the Manufacturer in writing that no Event of Default exists under the Lease Agreement, make any and all payments

that Manufacturer may be required thereafter to make in respect of each Item of Equipment under the Purchase Agreement and the right to receive which has been assigned under the Assignment, directly to the Assignee;

(iv) the Manufacturer agrees promptly to notify the Assignee in writing of any assignment of the Manufacturer's rights and obligations under the Purchase Agreement, or the Manufacturer's title to the Items of Equipment to a third party; and

(v) from and after the delivery of the Items of Equipment and payment in full therefor pursuant to the terms of the Purchase Agreement, the Manufacturer will not assert any lien or claim that arose prior to such delivery or payment against the Items of Equipment or any part thereof.

The Manufacturer hereby represents and warrants that:

(a) the Manufacturer is a corporation duly organized and validly existing in good standing under the laws of the State of New York;

(b) the execution, delivery and performance of the Purchase Agreement and this Consent and Agreement have been duly authorized by all necessary corporate action on the part of the Manufacturer, do not require any shareholder approval and do not contravene the Manufacturer's Articles of Incorporation or By-laws or any indenture, credit agreement or other contractual agreement to which the Manufacturer is a party or by which it is bound; and

(c) the Purchase Agreement constitutes a binding obligation of the Manufacturer enforceable against the Manufacturer in accordance with its terms and this Consent and Agreement is a binding obligation of the Manufacturer enforceable against the Manufacturer in accordance with its terms.

Any notices, demands, requests, consents, approvals, other communications or payments required under this Consent and Agreement shall be given or made in accordance with Section 3.4 of the Assignment.

It is agreed that "Purchase Price" means $30,957,700.00.

It is understood that the execution by the Manufacturer of this Consent and Agreement is subject to the condition that concurrently with the delivery of the Items of Equipment to the Assignee on the Delivery Date the Assignee will lease the Items of Equipment to the Assignor under the Lease Agreement.

The Manufacturer joins in the Assignment solely for the purpose of obtaining the benefits of the provisions in the Assignment relating to the Manufacturer, including without limitation Sections 3.1(d) and (e), 3.2, 3.4(b), 3.5, 4.1 and 7.4.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have executed this Consent and Agreement as of the date first written above.

GENERAL ELECTRIC COMPANY

By:_____
Name: Michael D. Lockhart
Title: Vice President,
Transportation Systems

UNION PACIFIC RAILROAD COMPANY

By:_____
Name: John B. Larsen
Title: Assistant Treasurer

NBB ST. LOUIS LEASE CO., LTD.

By:_____
Name: John B. Fahy
Title: Attorney-in-fact